

BOARD'S PROPOSED

AGREEMENT

BETWEEN THE

Jamesburg Board of Education
BOARD OF EDUCATION OF JAMESBURG

AND THE

JAMESBURG EDUCATION ASSOCIATION

X 1981 - 1985

LIBRARY
Institute of Management and
Labor Relations

AUG 5 1982

RUTGERS UNIVERSITY

XX July 1, 1981 - June 30, 1983 (financial
provisions)
Nov. 3, 1981 - June 30, 1983 (language
provisions)

ARTICLE I
RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professionally certified personnel employed full time by the Board, including:

- a. Teachers
- b. Guidance Counselors
- c. Librarians
- d. School Nurses
- e. Psychologist

but excluding:

- a. Supervisory and Administrative Executive Personnel
- b. Office and Clerical Personnel
- c. Maintenance and Operating Employees
- d. Non-Professional Personnel
- e. Directors
- f. Principals
- g. Vice Principals

1:2 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certified employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and female.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1

Definition

A grievance is defined as an alleged violation of a specific article or specific section of this Agreement. A grievance to be considered under this procedure must be initiated by the teacher(s) within five (5) school days of the occurrence or event leading to the grievance.

3:2

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept informal and confidential within the Board and Association.

3:3

Procedure

3:3.1

Level One - Principal

Grievances shall be signed by the grievant(s) and submitted to the principal or immediate supervisor on the form provided in Appendix "D" of this Agreement. The "Statement of Grievance" shall name the teacher(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the specific articles and sections of this Agreement alleged to be violated, shall state the contention of the teacher(s) and of the Association with respect to these provisions, and shall indicate the specific relief requested. Within five (5) school days after receiving the grievance, the principal and/or immediate supervisor

shall hold a hearing and within two (2) school days of the hearing communicate his answer in writing to the grievant.

3:3.2 Level Two - Superintendent

If the grievance is not resolved at Level One, the grievant may, within five (5) school days of receipt of the principal's answer, submit the grievance as submitted at Level One to the Superintendent. Within seven (7) school days of receipt of the grievance, the Superintendent shall hold a hearing and within two (2) school days of the hearing shall give the grievant an answer in writing with reasons.

3:3.3 Level Three - Board

Within five (5) school days after receiving the decision of the Superintendent an appeal from the decision may be made to the Board. The appeal shall be in writing and accompanied by a copy of the grievance form submitted at Levels One and Two. No later than thirty (30) calendar days after receiving the appeal, the Board or a committee of the Board shall hold a hearing on the grievance at a special meeting. Within ten (10) school days after the hearing or thirty (30) calendar days after receipt of the grievance if no hearing is held, the Board shall communicate its decision in writing to the grievant. The grievant may not present any material, allegation or remedy that was not presented in Level Two.

3:4 Level Four - Arbitration

Within fifteen (15) calendar days after receipt of the

decision of the Board the Association may submit the grievance to arbitration under and in accordance with the Rules of the American Arbitration Association.

3:4.1 Powers of the Arbitrator

It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

3:4.2 He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

3:4.3 He shall have no power to establish salary structures.

3:4.4 He shall have no power to rule on any of the following:

- (a) Any matter for which a method or review is prescribed by NJSA 18A or NJAC 6 or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
- (b) A complaint of a nontenured teacher which arises by reason of his/her not being reemployed.
- (c) A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

3:4.5 He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board concerning any such practice, policy,

rule or any action taken thereunder.

3:4.6 He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.

3:4.7 In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

3:4.8 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

3:5 The arbitrator shall be empowered to hear grievances involving alleged violation, application or interpretation of specific sections or specific articles of this Contract. The decision of the arbitrator shall be binding.

3:6 The parties agree to the appointment of the following permanent arbitrators from which one will be selected to hear each dispute: Jonas Aarons and John Pearce.

3:7 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

3:10 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

3:11 If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one building, the Association may submit such grievance in writing to the Superintendent directly, in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such a grievance through all levels of the grievance procedure.

3:12 Time Limits

3:12.1 Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties.

3:12.2 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.

3:12.3 Any grievance not advanced from one level to the next within the time limits of that level shall be deemed terminated by the answer at the previous level.

3:12.4 Any grievance which has not been processed prior to the completion of the school year will continue open and will follow the outlined levels during the summer months with school days becoming business office workdays. Saturdays, Sundays, and holidays during the summer vacation period will not be counted as school days.

3:13 Teachers' Legal Rights

3:13.1 Nothing contained within this grievance procedure shall deny to any teacher his rights under State and Federal Constitutions and Laws.

3:13.2 No nontenured teacher may use the grievance procedure in any way to appeal a discharge or a decision by the Board not to renew his contract.

3:13.3 All documents, records, and communications dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants nor shall the file or any of the contents therein be disclosed in any way to anyone outside the School District.

3:13.4 Nothing herein contained shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted provided the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE 4
RIGHTS OF THE PARTIES

4:1 Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization in its legal activities or refrain from any such activity.

4:2 The Board of Education, subject only to the language of Chapter 123, Public Laws 1974, and this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in position within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operation are to be conducted; and (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency. Where policies have been or shall be adopted by the Board of Education in any or all of these areas, questions and issues arising thereunder shall be subject to the grievance procedure.

4:3

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that approval has been granted by the appropriate administrator, provided said approval is not withheld unreasonably.

4:4

The Association or its representatives shall have the right to use school buildings, at all reasonable hours for official purposes, provided approval has been granted by the appropriate administrator, which approval shall not be withheld unreasonably.

4:5

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge for the posting of meeting announcements, workshops, job opportunities, NJEA material or other material approved by the building administrator. The Association shall also be assigned adequate space on a bulletin board in the central office for Association meeting notices provided copies are presented for posting to the appropriate administrator. When an administrator requests a copy of the material to be posted the administrator will reproduce the copy.

ARTICLE 7

TEACHER EMPLOYMENT

- 7:1 Teachers with previous experience in the Jamesburg School District and who were on tenure at the time of their leaving shall, upon returning to the system, receive full credit on the salary schedule for all teaching experience required by the Peace Corps, Vista, or National Teacher Training Corps, provided they return no later than the beginning of the school year following their release from service.
- 7:2 Teachers shall be notified of their contract status for the ensuing year by the Superintendent no later than April 30. Teachers will notify the Board of their intent to return/not return within fifteen (15) calendar days after receiving their notification of contract status.
- 7:3 Previously accumulated unused sick leave days will be restored to all teachers upon return at the expiration of a Board approved leave of absence.
- 7:4 On or before December 1, each employee must advise the Superintendent of the anticipated completion of a Masters Degree or any other change leading to horizontal movement for the following year. In order to receive credit for advanced professional preparation, official transcripts and records must be presented to the Superintendent for approval and evaluation prior to July 1 for twelve (12) month employees and September 1 for ten (10) month employees.

ARTICLE 8

SALARIES

- 8:1 The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
- 8:1.1 Teachers employed on a twelve-month basis or on a ten-month basis shall be paid semi-monthly for the term of their contract.
- 8:1.2 Salary checks are due prior to the close of school on the fourteenth (14th) and thirtieth (30th) of each month, except that teachers may receive their final check on the last working day in June provided the teacher has fulfilled all professional responsibilities required by the Administration.
- 8:1.3 When a pay day falls on or during a school holiday or
- will be issued on the last previous

of their desire to have this deduction prior to September 1 of each school year. The decision of a teacher to have a deduction is final and cannot be changed during the school year.

8:4 The Association shall indemnify, defend, and save the Board harmless from any and all claims arising as a result of deductions made upon proper authorization once the monies have been transmitted by the school district to the above designated agency(ies).

8:5 Conversion of Unused Sick Leave at Retirement

8:5.1 Any teacher having been in the employ of the school district for ten (10) or more years, who submits to the Superintendent of Schools a written statement of intention to retire, in accordance with the requirements of the Teachers Pension and Annuity Fund, shall be eligible for a special retirement allowance, provided six (6) months' notice of such intention to retire is given to the Superintendent.

8:5.2 The retirement allowance shall be paid as a lump sum payment at the time the teacher receives his last pay check.

8:5.3 The retirement allowance shall be computed at the rate of one (1) day's pay for every two (2) days of accumulated unused sick leave to the teacher's credit at the time of the announced contemplated retirement times the then current substitute rate of pay.

8:5.4 The retirement allowance shall not exceed one thousand five hundred dollars (\$1,500) per teacher.

ARTICLE 9

TEACHER ASSIGNMENTS

- 9:1 Assignment shall be made at the discretion of the Administration, and within the area of teacher competency, teaching certificate or their major or minor field of study except for good cause.
- 9:2 Insofar as possible, all teachers shall be given tentative written notice of their class, subject, and building assignment for the forthcoming year by June 15. In the event a change in teaching assignments takes place after the school year, teachers will be notified within one week of such changes by mail at their last known address.
- 9:3 Schedules of teachers who are assigned to more than one school will be arranged so that no teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule within one (1) week of such changes by mail at their last known address. Such teachers will receive twenty (20¢) cents per mile for travel required between schools or for travel required by the Board outside the school district.
- 9:4 Two (2) teachers per building per day may be assigned to morning playground duty. The assignments will be made from a rotating duty roster and will be without compensation.

ARTICLE 12

TEACHER EVALUATIONS

- 12:1 All non-tenured teachers shall be evaluated at least three (3) times per year and all other teachers at least twice per year. Observation for the purpose of evaluation by supervisory personnel (principals, supervisors, department chairpersons, etc.) shall include a follow-up conference with the teacher.
- 12:2.1 All teachers shall have a right to a copy of all evaluation reports prior to their entry into the teacher's personnel file. A teacher shall be required to sign such reports, but this signing does not indicate agreement with such evaluation. In the event the teacher refuses to sign the evaluation report his supervisor will so note this on the report and enter it into the teacher's file. The evaluation report shall be given to the teacher not later than twenty-four (24) hours before the conference. A teacher may file an addendum to the evaluation report within ten (10) working days after receiving said report.
- 12:2.2 All teachers shall be entitled to a copy of any derogatory material prior to its placement into the teacher's personnel file. The teacher may file an answer to any derogatory material and have the written answer placed in the file within ten (10) working days of receipt of a copy of the derogatory material. The

12:3

teacher shall sign the file copy to indicate receipt. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut any such complaint which, after investigation, is being considered for inclusion in the teacher's personnel file.

ARTICLE 14

SICK LEAVE

- 14:1 Teachers shall be allowed ten (10) days sick leave per year. If any teacher requires in any school year, less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years.
- 14:2 Absence from school for illness in excess of authorized days will be deducted from salary in the amount of 1/200th of a teacher's salary.
- 14:3 The Board and Association agree that all statutes relative to sick leave as contained in Title 18A are incorporated into this Agreement and shall apply to all members of the unit defined.
- 14:4 Teachers hired after the start of the school year shall receive one (1) sick leave day per month worked.

ARTICLE 17

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 17:1 Teachers will be paid up to three hundred and fifty dollars (\$350.00) per school year for tuition and registration fees for graduate level courses which are approved in advance by the Superintendent. Reimbursement shall be for courses completed between July 1 and June 30. Teachers shall notify the Board Secretary of course completion within three (3) days of completion.
- 17:2 Courses taken must be those that will add to the effectiveness of instruction as determined by the Superintendent.
- 17:3 For all returning teachers: courses completed between July 1 and August 31 of the current school year will be paid in October; courses completed between September 1 and January 31 will be paid in March of that year; courses completed between February 1 and June 30 will be paid in September of the following school year.
- 17:4 Payments will be made upon submission to the Superintendent of any official transcript of the course and a receipt of payment for the course. Payments will be made only to teachers who are returning to the school system. New teachers, whose employment begins September 1 of the school year, are not eligible for such payment.
- 17:5 In-service programs and training seminars which the Board requires the teacher to attend will be paid for (tuition and fees) by the Board.

ARTICLE 19

INSURANCE PROTECTION

- 19:1 The Board agrees to pay under the present insurance coverage 100% of the cost of the family plan under the program for 1976-77 school year.
- 19:2 Effective January 1, 1982, the Board will provide dental insurance coverage for each employee at a cost not to exceed \$6.60 per employee per month.
- 19:3 Effective January 1, 1983, the Board will provide prescription insurance coverage for each employee at a cost not to exceed \$4.62 per employee per month.

ARTICLE 21

TEACHING HOURS AND TEACHING LOAD

- 21:1 Teachers shall indicate their presence for duty for each school day by signing-in/signing-out in accordance with the method prescribed by the Board.
- 21:2 The total in-school work day for teachers shall include a duty-free lunch period. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods provided they sign-in/sign-out as directed by the building principal. All teachers shall be in their assigned classroom not later than five (5) minutes prior to the end of the student lunch period.
- 21:3 Regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers working under the provisions of this section, shall be reimbursed at the rate of seven dollars (\$7.00) per period. To the extent that it is possible, the assignment of teachers under this provision shall be distributed as equitably as possible.
- 21:4 The daily teacher load for seventh and eighth grade teachers shall not exceed six (6) assigned periods and one (1) planning period, or the equivalent of six (6) assigned periods and one (1) planning period.
- 21:5 The weekly teaching schedule for elementary grade teachers who are assigned to self-contained classrooms shall include two (2) planning periods.

- 21:6 Teachers may be required to remain after the end of the regular school day for the purpose of attending faculty or other professional meetings.
- 21:6.1 Such meetings may not be called for Fridays or for any day immediately preceding any school holiday, except in cases of emergency.
- 21:6.2 To the extent that it is possible, the notice of any meeting shall be given to the teachers involved at least five (5) days prior to the meeting.
- 21:6.3 To the extent that it is possible, the agenda for such meetings shall be given to the teachers at least three (3) days prior to the meeting.
- 21:6.4 Teachers shall have the opportunity to suggest items for the agenda. Such suggestions must be submitted no later than the same day that notice of the meeting is given before they can be included on the agenda.
- 21:7 Teachers shall be permitted to leave fifteen (15) minutes after the close of the school day, except in cases of emergency, unless meetings are scheduled in accordance with the provisions of Section 21:6 above. Teachers will be required to remain until their normal departure time on early student dismissal days for in-service training, workshops, or school related activities except on early dismissal days preceding holidays.
- 21:8 On Fridays and/or days preceding holidays or vacations, teachers' day shall end at the close of the school day.

ARTICLE 24

REPRESENTATION FEE

- 24:1 The provisions of this Article shall become effective on September 1, 1982.
- 24:2 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
- (a.) A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 - (b.) A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - (c.) A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
 - (d.) A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- 24:3 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such non-members as defined in subsection 1(a.) above in accordance with Section 4. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

24:4

Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- (a.) in November; or
- (b.) thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

24:5

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the proceeding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

24:6

The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action

of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

ARTICLE 25

DURATION OF AGREEMENT

25:1 The financial provisions of the Agreement shall be effective as of July 1, 1981, and the language provisions shall be effective as of November 3, 1981, and all provisions shall continue in effect until June 30, 1983, subject to the Association's right to negotiate over a successor agreement as provided by Chapter 123, Public Laws 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

25:2 In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, this _____ day of _____, 1982.

JAMESBURG EDUCATION ASSOCIATION:

JAMESBURG BOARD OF EDUCATION:

President

President

Secretary

Secretary

SCHEDULE B

	<u>1981-1982</u>	<u>1982-1983</u>
Attendance	\$400.00	\$450.00
Lunch Aide	\$4.00	\$4.50
Band	\$800.00	\$900.00
After-School Activities	\$800.00	\$900.00
Cheerleader		
Soccer	\$700.00	\$800.00
Safety Patrol	\$400.00	\$450.00
Seasonal Intramurals	\$500.00	\$550.00